

WARRANTY CONDITIONS

For the supply of roof hatch systems
products ; goods and spare parts therefore.

Spheros-Parabus Ltd

Warranty conditions



LIMITED WARRANTY CONDITIONS

This Document made and entered replaces all previously dated warranty conditions

SUPPLIER SHALL NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT

1. DEFINITIONS

SUPPLIER is the manufacturer of the products

"Products" mean Roof Hatch Systems, Ventilators, and parts directly sold and delivered by SUPPLIER to PURCHASER

"Vehicles" mean buses or vehicles which are equipped with the Products or in which the Products are installed, according to the instructions of the SUPPLIER

2. It is expressly understood between the parties hereto that no warranty shall be given to the following grounds:

- (1) Failure, breakdown or damage of the Products caused or induced by:
 - (a) improper installation of the Products on the Vehicles or improper dis-assembly or reconstruction of the Products;
 - (b) improper storage, handling or use of the Products or the Vehicles (including use in races, rallies or other similar competitions;
 - (c) other parts/components or the Vehicle themselves; or
 - (d) natural and/or man-made disasters (including traffic accidents).
- (2) Failure, breakdown or damage of the Products, if the Contract Products are subjected to excessive water or fluids used for Vehicles (e.g. oil, engine coolant, battery fluid, brake fluid, windshield washer fluid) not described in the Specifications.
- (3) Normal wear & tear of the maintenance parts of the Products; or
- (4) Sensuous dissatisfaction of the end-users of the Vehicles with the Products which has nothing to do with the quality and/or function of the Products.
- (5) All warranty claims brought to the attention of the seller after the warranty period is expired are void.

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3. WARRANTY PERIOD

The period of warranty for the Products shall be as follows :

- (1) The warranty period for Original Equipment Manufacture shall commence a): twenty-four (24) months from the date registration of the vehicle or the delivery date to the first end-user or b): thirty (30) months from purchase date of the contract Products by PURCHASER; whichever comes first. Subject to the precedent sentence: the warranty shall however also apply to Defects which are discovered by PURCHASER or its dealer before delivery or registration of the vehicle.
- (2) The warranty period for replacement of parts shall run from the sales date of replacements of the Products to the end-users of the Vehicles;
 - (a) For the parts replaced during the warranty period provided in Sub Paragraph(1): the date when twelve (12) months have passed or the date when the warranty period provided in Sub Paragraph (1), as the case may be, has passed, whichever comes later, or:
 - (b) For the parts replaced after the warranty period provided in Sub Paragraph (1): to the date when twelve (12) months have passed from the date of replacement of such parts.

4. WARRANTY PROCEDURE

Products or Parts thereof which show allegedly any Defects shall be collected by the distributors of PURCHASER from the market and on request within 30 days after receipt of the Warranty Claim Report send to SUPPLIER, within a maximum of one hundred eighty (180) days after repair date. After a stock of 180 days (after repair date) the collected Contract Products can be destroyed by the distributor of the PURCHASER.

4. WARRANTY PROCEDURE (continued)

Within sixty (60) days after repair or replacement a "Warranty Claim Report", shall be generated by the PURCHASER, shall be send to SUPPLIER, including the following information:

- (1) Claim number as registered at PURCHASER;
- (2) Registration date of the Vehicle;
- (3) Kilometer status of the vehicle;
- (4) Repair date and place (country) of repair;
- (5) Name of dealer who did the repair;
- (6) Vehicle chassis number;
- (7) Description of complaint (condition, cause, remedy);
- (8) Original Failed Part number or actual replaced part;
- (9) Flat rate code or actual repair time;
- (10) Total repair costs;
- (11) Miscellaneous costs.

Within ninety (90) days after SUPPLIER receives Market Claims from the PURCHASER, SUPPLIER shall determine the extent SUPPLIER is responsible for such Market Claims and furnish PURCHASER with a warranty report and debit note therefor. In order to keep parties informed within this period, a structural intermediate report will be send within thirty (30) days and thereafter on monthly basis.

In the case that claimed parts are necessary for analysis, parts will be requested within 30 days after receive of the Warranty Claim Report and must be in possession of SUPPLIER within one hundred eighty (180) days after repair date.

If PURCHASER has any reasonable objections to the Warranty Claim Report and/or debit note, PURCHASER shall inform SUPPLIER of such objection in writing within thirty (30) days after the receipt of them, and then PURCHASER and SUPPLIER shall negotiate in good faith to resolve the disputes.

5. PAYMENT

SUPPLIER shall issue the PURCHASER a credit note in Euro within ninety (90) days after approved SUPPLIER's receipt of the Market Claim (or Part, if that is requested) from PURCHASER.

6. COOPERATION IN QUALITY ANALYSIS

Upon a request of SUPPLIER, PURCHASER agrees to make its best effort to make available to SUPPLIER the information concerning quality of the Products or the Vehicles as well as to collect the Products from the Vehicle market, irrespective of their being defective, so that SUPPLIER may investigate or analyze such information and the Contract Products and then improve their quality. Transportation and custom costs relating to such returned Contract Products are the responsibility of the SUPPLIER.

SUPPLIER will be informed by PURCHASER when Field Reports from the "Early Warning System" of the PURCHASER indicates a serial problem of or with the Contract Products, prior to the reception of a Market Claim.

7. RECALL CAMPAIGN

If either of the parties hereto gets any information on a potential recall campaign on the ground of the serial Defects, such party shall advise the other party of such information.

SUPPLIER has the right to take part in the investigation which will be performed for making a decision on whether the recall campaign should be carried out due to the serial non-safety related Defects.

If a recall campaign is carried out as a result of the investigation, SUPPLIER shall remedy PURCHASER to a reasonable extent for the costs and expenses to be agreed upon between the parties hereto out of the total costs and expenses actually incurred by PURCHASER from such recall campaign. In special occasions and upon request of the Supplier, Purchaser and Supplier can agree to execute the recall campaign by the Supplier.

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8. WAIVER

Failure by SUPPLIER or PURCHASER to enforce any of the terms of this Agreement shall not be construed as a waiver of any of SUPPLIER's or PURCHASER's rights hereunder.

9. GOVERNING LAW

These warranty conditions shall be construed in accordance with, and all disputes, controversies or differences which may arise under, out of or in connection with these terms shall be governed by the laws of Finland.